

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Frank Mullery

(b) County of Residence of First Listed Plaintiff Delaware County, PA
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Fridrikh V. Shrayber
Dentons Cohen & Grigsby PC
625 Liberty Ave, 5th Floor, Pittsburgh, PA 15222
(412) 297-4900

DEFENDANTS

Maureen Borelli f/k/a Maureen Ames

County of Residence of First Listed Defendant Monroe County, FL
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|---------------------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input checked="" type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. § 1332

Brief description of cause: Defendant made false and defamatory statements of and concerning Plaintiff Mullery to third persons which damaged his business and reputation.

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ In excess of \$75,000 CHECK YES only if demanded in complaint: JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE

SIGNATURE OF ATTORNEY OF RECORD

Mar 4, 2025

/s/ Fridrikh V. Shrayber, Esq.

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

DESIGNATION FORM

Place of Accident, Incident, or Transaction: Newtown Square, Pennsylvania

RELATED CASE IF ANY: Case Number: _____ Judge: _____

- | | |
|---|------------------------------|
| 1. Does this case involve property included in an earlier numbered suit? | Yes <input type="checkbox"/> |
| 2. Does this case involve a transaction or occurrence which was the subject of an earlier numbered suit? | Yes <input type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent which was the subject of an earlier numbered suit? | Yes <input type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus petition, social security appeal, or pro se case filed by the same individual? | Yes <input type="checkbox"/> |
| 5. Is this case related to an earlier numbered suit even though none of the above categories apply?
If yes, attach an explanation. | Yes <input type="checkbox"/> |

I certify that, to the best of my knowledge and belief, the within case ☐ is / ☒ is not related to any pending or previously terminated action in this court.

Civil Litigation Categories

A. Federal Question Cases:

- ☐ 1. Indemnity Contract, Marine Contract, and All Other Contracts)
- ☐ 2. FELA
- ☐ 3. Jones Act-Personal Injury
- ☐ 4. Antitrust
- ☐ 5. Wage and Hour Class Action/Collective Action
- ☐ 6. Patent
- ☐ 7. Copyright/Trademark
- ☐ 8. Employment
- ☐ 9. Labor-Management Relations
- ☐ 10. Civil Rights
- ☐ 11. Habeas Corpus
- ☐ 12. Securities Cases
- ☐ 13. Social Security Review Cases
- ☐ 14. Qui Tam Cases
- ☐ 15. Cases Seeking Systemic Relief ***see certification below***
- ☐ 16. All Other Federal Question Cases. (Please specify): _____

B. Diversity Jurisdiction Cases:

- ☐ 1. Insurance Contract and Other Contracts
- ☐ 2. Airplane Personal Injury
- ☒ 3. Assault, Defamation
- ☐ 4. Marine Personal Injury
- ☐ 5. Motor Vehicle Personal Injury
- ☐ 6. Other Personal Injury (Please specify): _____
- ☐ 7. Products Liability
- ☐ 8. All Other Diversity Cases: (Please specify) _____

I certify that, to the best of my knowledge and belief, that the remedy sought in this case ☐ does / ☒ does not have implications beyond the parties before the court and ☐ does / ☒ does not seek to bar or mandate statewide or nationwide enforcement of a state or federal law including a rule, regulation, policy, or order of the executive branch or a state or federal agency, whether by declaratory judgment and/or any form of injunctive relief.

ARBITRATION CERTIFICATION (CHECK ONLY ONE BOX BELOW)

I certify that, to the best of my knowledge and belief:

☒ Pursuant to Local Civil Rule 53.2(3), this case is not eligible for arbitration either because (1) it seeks relief other than money damages; (2) the money damages sought are in excess of \$150,000 exclusive of interest and costs; (3) it is a social security case, includes a prisoner as a party, or alleges a violation of a right secured by the U.S. Constitution, or (4) jurisdiction is based in whole or in part on 28 U.S.C. § 1343.

☐ None of the restrictions in Local Civil Rule 53.2 apply and this case is eligible for arbitration.

NOTE: A trial de novo will be by jury only if there has been compliance with F.R.C.P. 38.

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

FRANK MULLERY,

Plaintiff,

v.

MAUREEN BORELLI
F/K/A MAUREEN AMES,

Defendant.

Case No. 2:25-cv-1155

JURY TRIAL DEMANDED

COMPLAINT

Plaintiff Frank Mullery (“Plaintiff” or “Mullery”), by and through his undersigned counsel, files the following Complaint against Defendant Maureen Borelli f/k/a Maureen Ames (“Defendant” or “Ames”).

PARTIES

1. Plaintiff Frank Mullery is and at all times relevant has been a citizen of the Commonwealth of Pennsylvania residing in Newtown Square, Pennsylvania. Mullery was previously employed by Sintetica US LLC (“Sintetica”) at its offices in Princeton, New Jersey.

2. Upon information and belief, Maureen Ames is and at all times relevant has been a citizen of the State of Florida residing in Key West, Florida. Ames was previously employed by Sintetica US LLC at its offices in Princeton, New Jersey.

JURISDICTION

3. This is an action between citizens of different states and the amount in controversy in this action, exclusive of interest and costs, exceeds \$75,000. This Court, therefore, has subject matter jurisdiction over this action pursuant to 28 U.S.C. §1332(a)(1).

4. This Court has personal jurisdiction over Ames because she has maintained sufficient contacts with, directed false, misleading and deceptive statements towards, has expressly aimed her misconduct towards and has otherwise caused harm in, the forum in a manner sufficient to place her within the personal jurisdiction of this Court, as set forth more fully herein.

5. Venue is proper in this District pursuant to 28 U.S.C. § 1391, because a substantial part of the events giving rise to Plaintiff's claims occurred within the judicial district of the United States District Court for the Eastern District of Pennsylvania.

FACTUAL BACKGROUND

6. Sintetica, based in Princeton, New Jersey, was established in July 2022. Sintetica seeks to innovate medical therapies through its unique capability to distribute sterile injectable medicines, including those of its European parent corporation Sintetica SA.

7. Frank Mullery was previously employed as Sintetica's President ("President"), with a mission to create and execute Sintetica's product development and commercial strategy in the United States by building upon his more than 20 years of experience in the US healthcare industry in senior leadership roles at various companies.

8. On or about January 9, 2024, with the hope of furthering Sintetica's objectives in the United States market, Sintetica presented an Offer Letter to Defendant Ames, offering her a position as National Account Director for Sintetica.

9. That same day, Ames accepted the Offer Letter and position, establishing an at-will employment relationship pursuant to the attendant terms and conditions as set forth in the document.

10. The Offer Letter set forth the following terms and restrictions related to the terms

of employment, post-employment obligations, confidentiality, and adherence to Sintetica's applicable employee handbook(s).

"At Will" Employment Relationship "": Employment with the Company is for no specific period of time. Your employment with the Company will be "at will," meaning that either you or the Company may terminate your employment at any time and for any reason, with or without cause. Although your job duties, title, compensation, and benefits, as well as the Company's personnel policies and procedures may change from time to time, the "at will" nature of your employment may only be changed in an express written agreement signed by you and a duly authorized officer of the Company.

Termination of Salary and Benefits: In the event that your employment is terminated by you or the Company, you shall return all and any computers, smart tools, equipment, tools, passwords, keys, company credit cards, et al. You shall be compensated only for that portion of your salary accrued and earned through the date of termination. In accordance with State and local law, benefits and perks paid and sponsored for you by the Company will likewise end on or around the date of termination. The Company is not obligated to pay out unused or accrued vacation days or bonuses. For clarity, all salary and benefits and/or remuneration shall terminate upon the termination of your employment with the Company.

Confidentiality and IP Protection: You acknowledge that, in connection with your employment by the Company, you will have access to information of value to the Company, which has not been publicly disclosed, including, without limitation, trade secrets, developments, designs, pricing, and mailing lists, the identity of actual and potential clients, identity of suppliers and terms and conditions of sale, marketing plans, product information, business and financial information and plans, strategies, forecasts, new product and services, financial statements, budgets, projections and pricing (collectively, the "Proprietary Information"). You understand and agree that all Proprietary Information shall be the sole property of the Company and the Company shall be the sole owner over all patents, trademarks, trade names, and other rights in connection therewith and without regard to whether the Company is at any particular time in developing or marketing the same. You will be required to document, keep updated, and provide Proprietary Customer Information to the Company, which must be done without hesitation. You will both during your employment by the Company and thereafter, keep in strict confidence all Proprietary Information and you will not use or disclose any Proprietary Information without the prior written consent of the Company, except as may be necessary to the performance of this Agreement and in furtherance of the best interests of the Company, or as required by law or governmental authority.

Key Employment Conditions:

- a) You will devote your full working time, attention, and energies to the business of the Company in a loyal and conscientious manner and to the best of your abilities and experience.
- b) You agree to adhere to all of the Company's policies in effect at any time with respect to its employees, including those set forth in the Company's Employee Handbook.
- c) Documents Required on Your First Day of Employment: On your first day of employment, you will be required to provide proof of your eligibility to work in the United States by providing us with the appropriate documentation to complete your "Employment Eligibility Verification Form" or Form I-9. Please bring documentation that satisfies the requirement for this form by providing one document from List A OR one document from List B AND one document from List C shown on the attached document. If you have any questions, please let us know.

11. Thus, the Offer Letter established: (a) the at-will nature of Ames' employment with Sintetica; (b) Ames' obligation to return personal property of Sintetica, including devices, upon any termination; (c) Ames' acknowledgment of her receipt of Proprietary Information of Sintetica; and (d) the requirement that she provide and not disclose Proprietary Information of Sintetica.

12. In the weeks following Ames' initial employment by Sintetica, despite Ames' claim to extensive experience in the United States drug distribution and pharmaceutical marketplace, Ames' sales abilities, working relationships, and business strategies quickly proved to be inconsistent with Sintetica's strategy for the US marketplace.

13. In addition to failing to align her efforts with Sintetica's strategy, Ames exhibited a pattern of defying management requests and of sharing and disclosing sensitive and proprietary information with potential customers without necessary care, precaution, and/or prior authorization.

14. As a result, on March 3, 2024, Ames' employment with Sintetica was terminated

and appropriate steps were initiated to conclude the relationship, including the retrieval of Ames' laptop computer and discontinuation of her Sintetica email and computer system access.

15. On March 4, 2024, Ames elected to make an extensive exiting statement from her personal email address (the "March 4 Email") that contained a litany of false, defamatory, and unsubstantiated statements (and revealed her improper and continuing possession of Sintetica proprietary information, despite the fact that her company-issued laptop had already been retrieved and her email access to the company's systems had been discontinued).

16. Moreover, in addition to copying six Sintetica SA representatives as addressees, Ames disseminated the March 4 Email to a representative of Sintetica SA's major financial investor as well as to a third-party professional consultant working with the company.

17. Significantly, the March 4 Email contained defamatory and disparaging comments concerning Mullery, including, without limitation: (a) that Mullery was failing to meet first quarter 2024 objectives for product sales; (b) that Mullery was inflating the distribution and sale of products to wholesalers; (c) that Mullery proposed misrepresenting the company's contractual arrangements to a warehousing partner; (d) that Mullery rejected a customer order for being too small; and (e) that Mullery has a history of performance and workplace issues.

18. The foregoing statements by Ames (the "Defamatory Statements") are factually false and defamatory.

19. Moreover, Ames attempted to support her false and defamatory statements with citations to email correspondence and slide presentations that she attached to the March 4 Email, demonstrating that, following her termination, Ames had improperly retained Sintetica Proprietary Information and was prepared to use and disclose such information to third parties in breach of her Offer Letter and in violation of applicable law.

20. As a direct and proximate result of Ames' defamatory statements concerning Mullery, Mullery has suffered significant financial, reputational, and professional harm.

Count I
Defamation

21. Plaintiff realleges and incorporates the preceding paragraphs as if fully set forth herein.

22. Defendant Ames negligently, recklessly, and/or intentionally caused to be made and/or made false and defamatory statements of and concerning Plaintiff Mullery to third persons, including management of Sintetica SA and its financial investors.

23. These false and defamatory statements were defamatory *per se* because they have included express and implied statements that claimed that Plaintiff Mullery lacks ability or integrity in the relevant industry, trade, or profession.

24. As a result of these false and defamatory statements, Mullery's business and professional reputation has been damaged.

25. None of Defendant's defamatory statements against Mullery asserted herein was true and all were understood as assertions of fact and not as opinions.

26. Third person(s) to whom the Defendant's statements have been disseminated include, but are not limited to, Sintetica SA and its investors and professional colleagues in the relevant industry, trade, or profession.

27. The defamatory meaning of the Defendant's false and defamatory statements, and their reference to Mullery, was intended to be and was understood by third persons.

28. The Defendant's defamatory statements consisted of written, knowingly false, and unprivileged communications, intended to directly injure Mullery in his good name, profession, business, and reputation.

29. Each of the statements by the Defendant was made with knowledge that no investigation would support the unsubstantiated and false statements and, on information and belief, Defendant participated in the publication of and/or published the statements knowing them to be false and unsubstantiated.

30. Each of these false and defamatory statements was negligently, recklessly, and/or intentionally published in a manner equaling malice and abuse of any alleged conditional privilege because the statements, and each of them, were made with hatred, ill will, a disregard for the truth, and/or an intent to vex, harass, annoy, and injure Mullery and in order to cause damage to Mullery's professional and business reputation.

31. As a result of Defendants' defamatory statements, Mullery has suffered and will suffer injury, including special damage, to his good name, reputation, business, and profession, including suffering significant embarrassment, anguish, loss of profession, and economic loss, all to Mullery's economic and general damage in an amount to be proven at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Frank Mullery requests that the Court enter injunctive relief and a judgment in his favor and award the following relief against Defendant Maureen Borelli f/k/a Maureen Ames:

- a. award injunctive relief enjoining Defendant Maureen Borelli from publishing, declaring, or uttering any further defamatory statements, including the defamatory statements set forth herein, of or concerning Plaintiff Frank Mullery;
- b. award injunctive relief ordering Defendant Maureen Borelli to retract and correct the defamatory statements set forth herein and any further defamatory statements made of or concerning Plaintiff Frank Mullery;
- c. award to Plaintiff Frank Mullery special, compensatory, exemplary, and punitive damages;

- d. award to Plaintiff Frank Mullery all costs and interest to which he is entitled; and
- e. award to Plaintiff Frank Mullery such other and further relief as the Court may deem appropriate.

JURY DEMAND

A trial by jury is hereby demanded on all claims and issues so triable.

Respectfully submitted,

DENTONS COHEN & GRIGSBY P.C.

By: /s/ Fridrikh V. Shrayber
Fridrikh V. Shrayber

625 Liberty Avenue, 5th Floor
Pittsburgh, PA 15222-3152
Phone: (412) 297-4900
Fax: (412) 209-1975
fred.shrayber@dentons.com

Counsel for Plaintiff Frank Mullery

Dated: March 4, 2025